

intention to do so. Such delivery of notice shall constitute the Option Purchaser's acceptance of the Seller's offer to sell the said real estate on the following terms:

(1) The Option Purchaser shall pay to the Seller twenty-nine percent (29%) of the purchase price at the time of delivery of said notice, or upon the Seller's authorization by the Circuit Court of Frederick County to sell the said property as Trustee, whichever shall be later. The balance of the purchase price in full shall be paid by the Option Purchaser to the Seller on April 1, 1961, or upon final ratification of this sale by said Court, whichever shall be later at which time the Seller will deliver to the Option Purchaser a deed conveying a good and marketable fee simple title to the said premises.

(2) The Option Purchaser will, immediately after final settlement construct at its expense a macadam road twelve feet in width on the land of the Seller along the northernmost boundary of the real estate agreed to be sold hereby from North Market Street to the lane leading to the residence of the Seller. Until completion of the said road the Seller will reserve for herself and for her heirs and assigns a right of way for ingress and egress over the road presently crossing the land agreed to be sold hereby.

(3) The Option Purchaser will, immediately after final settlement at its expense, construct and install on the land of the Seller a new water line connecting the residence of the Seller with the North Market Street main; said water line to be adequate to serve the needs of the said residence of the Seller. Until completion of the said water line the Seller will reserve for herself and for her heirs and assigns an easement for the water line presently crossing the land agreed to be sold hereby.

(4) The iron gates now erected at the North Market Street entrance to the land agreed to be sold hereby, and the stone marked "Rose Hill" shall remain the property of the Seller.

(5) The deed shall contain the covenant of the Option Purchaser for itself and its assigns that the land agreed to be sold hereby shall not be used for any business or commercial use.